MARYLAND HEALTH CARE COMMISSION

DISTRICT OF COLUMBIA
HOSPITAL DISCHARGE DATA BASE
"Limited Access Data Request Application"

The *Maryland Health Care Commission* (MHCC) is required by law to collect and maintain data systems of health care information on Maryland residents, including those services documented on hospital institutional claims at District of Columbia hospitals. The DC Hospital Discharge Data is obtained by MHCC via agreement with the DC Hospital Association. These data are made available to outside organizations with valid information needs. **NO** encrypted patient identifiers, payer specific provider identifiers, and/or payer identifiers are available for public use.

An application for Institutional Review Board (IRB) review has been the required protocol for all research protocols using MHCC data systems. However, in June 2003, the IRB made a recommendation to the Commission to allow staff reviews of applications submitted for a limited access data base. The Commission and IRB also granted staff the authority to approve or deny requests based on legitimate research needs.

A full description of the IRB configuration and activities is outlined in COMAR 10.25.11.[1]

- **The application review process takes an average of 10 working days.**
- **A determination of your IRB request will be communicated to you in writing.**

[1] A copy of COMAR 10.25.11 is available at http://www.dsd.state.md.us/comar/ Click ❶ under Search Options, enter 10.25.11.04 and click search for the section of the regulations pertaining to research involving data from MHCC data systems.

Application Process

Part A – Complete **organization, key personnel, and funding** information.

Part B – Explain **study purpose, content, goals, and time frame**.

Part C – Review & sign **MHCC Agreement for Use of Data**.

Part D – Review & sign **Statement of Confidentiality**.

Part E – **Certification of Data Destruction Form.**

Part F – Alphabetic **list of variables and attributes**.

MHCC STAFF CONTACT

DAVID SHARP, PH.D.

410-764-3578

Note: Extract available on CD in two formats:

(1) Zipped SAS Data File

(2) Zipped Microsoft Access File

(3) Zipped Microsoft Excel File

INSTITUTIONAL REVIEW BOARD
REPRESENTATIVES

Neil R. Powe, MD, MPH, MBA Chairman	**Professor of Medicine Johns Hopkins University School of Medicine**
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Shannah Koss	**Health Information Technology Director, Avalere Health LLC, Security Expert, Former OMB Employee, Assisted in development of federal privacy regulations**
Diane Matuszak, M.D., MPH	**Past Chair of DHMH IRB**
Richard I. McKinney, Ph.D.	**Professor of Philosophy Emeritus at Morgan State**
Charles Shafer, J.D., L.L.M.	**Professor of Law at the University of Baltimore School of Law**
L. Timothy Caslin	**Retired Lieutenant, Baltimore County Police Department, Towson, Maryland**

MARYLAND HEALTH CARE COMMISSION

DISTRICT OF COLUMBIA HOSPITAL DISCHARGE DATA

Data Request Application

Start Date of Study	End Date of Study

PART A

Study Title

Organization Name

Organization Address (street, city, state, Zip Code)

Phone	Fax	Email

Principal Investigator (Name & Title)

Principal Investigator Address (include street, city, state, zip code)

Phone | **Fax** | **Email**

Co-Investigator #1 (Name & Title)

Describe association of co-investigator #1 to principal investigator.

Describe the responsibility of co-investigator #1 in research activities.

Explain method for assigning co-investigator #1 data access.

Co-Investigator #1 Address (If different than principal investigator)

Phone | **Fax** | **Email**

Co-Investigator #2 Investigator (Name & Title)

Describe association of co-investigator #2 to principal investigator.

Describe the responsibility of co-investigator #2 in research activities.

Explain method for assigning co-investigator #2 data access.

Co-Investigator #2 Address (If different from principal investigator)

Phone	**Fax**	**Email**

Co-Investigator #3 (Name & Title)

Describe association of co-investigator #3 to principal investigator.

Describe the responsibility of co-investigator #3 in research activities.

Explain method for assigning co-investigator #3 data access.

Co-Investigator #3 Address (If different than principal investigator)

Phone	**Fax**	**Email**

Describe the funding source for this project.

Will support organization(s) be involved? (If yes, please explain in detail.)

PROJECT STATUS (NOTE: "Insert" key must be on to overwrite box with "X").

New Protocol	Continuation w/ changes	Grant	Academic	OTHER, please explain.
☐	☐	☐	☐	☐ _____

PART B

(NOTE: "Insert" key must be on to overwrite box with "X").

(1) WILL NON-INSTITUTIONAL SERVICES BE INCLUDED IN YOUR STUDY?

☐ YES ☐ NO

☐ Physician

☐ Non-physician health care professionals

☐ Free-standing laboratory, radiology, surgical centers

☐ Durable Medical Equipment

(2) WHICH OF THE FOLLOWING SERVICES WILL BE INCLUDED IN YOUR STUDY?

☐ Fee for Service

☐ Specialty Care Capitated Services

☐ Both

(3) WHICH OF THE FOLLOWING DATA CATEGORIES WILL BE INCLUDED IN YOUR STUDY?

☐ Billing/Reimbursement ☐ Practitioner Specialty

☐ Coverage Type ☐ Type of Bill

☐ Delivery System Type ☐ Type of Service

☐ Modifiers I, II ☐ All of the listed elements

☐ Place of Service

(4) WILL YOUR STUDY BE GEOGRAPHICALLY-SPECIFIC TO:

☐ _____

Name of County

☐ Statewide

(5) WILL YOUR STUDY BE DATA-SPECIFIC TO:

☐ Practitioner Specialty

☐ Other Specialty _____

☐ Both

(NOTE: "Insert" key must be on to overwrite box with "X").

(6) WILL YOUR STUDY BE PAYER-SPECIFIC?	(7) PLEASE LIST THE TOP TEN PRACTITIONER SPECIALTY AREAS TO BE INCLUDED IN YOUR STUDY. (Please provide attachment if more than 10 specialties.)
☐ Yes, _____ (please explain) ☐ No	1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

(8) PLEASE LIST THE SUPPLIER SPECIALTY AREAS TO BE INCLUDED IN YOUR STUDY.	(9) PLEASE INDICATE THE DATA YEAR(S) TO BE INCLUDED IN YOUR STUDY.	
1.	☐ 1998	☐ 2003
2.	☐ 1999	☐ 2004
3.	☐ 2000	
4.	☐ 2001	
5.	☐ 2002	

(10) PURPOSE OF STUDY, i.e. research objectives, background significance, and hypothesis.

(11) DATA SECURITY MEASURES: Describe the information technology used to maintain health information stored in your office/facility. Your response must include:

- Management of hardware/software
- Methods used for accessing information, i.e. password protection
- Storage of information & security measures to safeguard electronic data from unwanted exposure
- Mode for safe transmittal of physical & electronic data

(12) What service dates will be covered in your study?

Beginning Date (month/year)

End Date (month/year)

(13) What scientific or educational benefits do you anticipate will be gained by performing this study?

(14) Will the results of your study be published or presented in a public forum? If yes, please explain.

PART C

MHCC AGREEMENT FOR USE OF DATA

According to COMAR 10.25.11.12

LIMITED ACCESS DATA SET DISCLOSURE ONLY

1. This is an agreement between_____, hereafter "Requestor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data maintained in the MHCC system of records while allowing for a partial, restricted disclosure of enumerated information and/or records to the Requestor, subject to conditions.
2. **Conditions Stating Scope of Use of the Information**. The Requestor warrants that the facts, statements, and other representations made in its Application to the MHCC Institutional Review Board (IRB) (referred to as "Agreement" hereafter) regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. Requestor is bound by the terms of its Application in its use of the data requested.
3. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Requestor warrants that all patient-specific information will be maintained on a password-protected computer and in a locked office. No patient-specific information will be disclosed to any person or entity outside of the parties stated in the Application and all supporting documentation. Requestor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the Application. Within Requestor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.
4. **Breach of Agreement.** Any breach of security or unauthorized use or disclosure of the data provided by virtue of this agreement shall constitute a breach of the Agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this Agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Requestor to comply with the terms and obligations of this Agreement may constitute a breach of the Agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.
5. **Consequences upon Breach of Agreement.** In the event that MHCC, in its sole discretion, has a reasonable belief that the Requestor is in breach of this Agreement, it may chose among the following options: a) to investigate the matter, including on-site inspection for which Requestor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released under this Agreement and to provide no further data.

6. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4. above, MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this Agreement. In the event that MHCC succeeds in a court action to invoke injunctive relief for a violation of this Agreement, Requestor shall pay reasonable attorney's fees and costs to MHCC. Requestor agrees to indemnify and hold harmless MHCC for any harm to third parties resulting from any breach by Requestor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving Requestor's activities under this Agreement.
7. **Rights in Data.** The parties agree that MHCC retains all ownership rights to the data files referenced by this Agreement and that Requestor does not obtain any right, title, or interest in the data furnished by MHCC. Requestor agrees to provide a copy of its study findings to MHCC prior to publishing. The Requestor must obtain MHCC approval before study findings may be published.
8. **2-Year Retention.** The terms of this Agreement are valid for 2 years from the date of signing and additional time for data use will require Requestor to resubmit data request. *Upon expiration of this agreement, Requestor must provide MHCC with verification that the data has been destroyed (see Part E of this Agreement).*
9. **Modification.** The terms of this Agreement may only be changed by a written modification to this agreement, or by the parties adopting a new Agreement.
10. **Jurisdiction.** The terms of this Agreement shall be governed by the laws of Maryland and Requestor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this Agreement.
11. **Custodian.** The "Custodian" of the files who acts on behalf of the Requestor will be personally responsible for the protection of confidentiality and security of the data, and for other obligations under this Agreement.
12. **Acknowledgements and Signatures.**

The undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

_____

Date

_____

Name and Title of Individual Typed or Printed

_____

Signature

The Custodian acknowledges appointment as Custodian of the aforesaid data, files and information on behalf of the Requestor, and agrees personally and in a representative capacity to comply with all of the provisions, conditions, and terms of this Agreement.

Date

Name and Title of Custodian Typed or Printed

Signature

On behalf of MHCC, the undersigned individual hereby attests authorization to enter into this Agreement.

Date

Name and Title of Individual Typed or Printed

Signature
Ben Steffen
Deputy Director
Data Systems & Analysis

Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215

PART D

MHCC Statement of Confidentiality

LIMITED ACCESS DATA SET DISCLOSURE ONLY

The Maryland Health Care Commission (MHCC) follows strict procedures to protect the confidentiality of the data bases it maintains. The undersigned certifies that the confidentiality of information provided from the **District of Columbia Hospital Discharge Data Base** will be carefully guarded with access limited to only participants of the study. It is the responsibility of the undersigned to obtain a statement of confidentiality from their organization for the individuals with access to the data supplied by MHCC.

This statement affirms that this Application contains no willful misrepresentations or falsifications and that the information provided in this Application is true and complete to the best of knowledge and belief.

I fully understand that should the IRB become aware of misrepresentations or falsifications of this organization, the application will be rejected.

Organization Name

Appointed Authority (printed name)

Appointed Authority (signature) **Date**

PART E

Please print on Organization Letterhead.

Certification of Data Destruction

I, _____ representing
(Name of Custodian)

_____ certify that the following
(Name of Organization)

Maryland Health Care Commission data records have been destroyed. Please identify destruction method.

(NOTE: "Insert" key must be on to overwrite box with "X").

DC Hospital Discharge Data

☐ 1998 ☐ 1999 ☐ 2000 ☐ 2001 ☐ 2002
☐ 2003 ☐ 2004
Other_____

This Certificate of Destruction closes the corresponding Data Use Agreement(s).

_____
Organization Name

_____
Requestor/ Appointed Authority (printed name)

_____ _____
Requestor/ Appointed Authority (signature) **Date**

PART E

Please specify CD format:

☐Zipped SAS data file

☐Zipped Microsoft Access file

The following table lists the 73 data elements in the limited DC Hospital Discharge Data Set.

----Alphabetic List of Variables and Labels-----

	Variable	Type	Label
1	ADMITYR	Num	Admission Year
2	ADX	Char	Admitting (primary) ICD-9-CM Diagnosis
3	AGE	Num	Age in Years
4	ANE_TYP	Char	Anesthesia Type
5	APDRG	Num	Admitting Primary DRG
6	AREA_RES	Char	MD Area Of Residence (Maryland County Codes)
7	ASOURCE	Char	DC Admission Source
8	ASOURCETYPE	Char	DC Admission Source Type
9	ATYPE	Char	DC Admission Type
10	BILLTYPE	Num	Bill Type
11	CCFLAG	Num	Complication Flag
12	CONDITION	Char	Condition Code
13	DC_DRG	Num	DC - CMS DRG
14	DC_RACE	Char	DC Patient's Race
15	DIAG1	Char	Other ICD-9-CM Diagnosis Code 1
16	DIAG2	Char	Other ICD-9-CM Diagnosis Code 2
17	DIAG3	Char	Other ICD-9-CM Diagnosis Code 3
18	DIAG4	Char	Other ICD-9-CM Diagnosis Code 4
19	DIAG5	Char	Other ICD-9-CM Diagnosis Code 5
20	DISCHYR	Num	Discharge Year
21	DRG	Char	MD DRG Codes
22	EMERADMN	Num	MD Admitted from Emergency Room
23	EXP_LOS	Char	Expected Length of Stay
24	EXP_CHRG	Num	Expected Charges

	Variable	Type	Label
25	FISCALYEAR	Num	CMS Fiscal Year
26	GENDER	Num	MD Inpatient Gender
27	HOSPCNTY	Char	Hospital County Code
28	HOSPSTATEABBR	Char	Hospital's State abbreviation
29	HOSPZIP	Char	Hospital Zip Code
30	ICU_CCU_CHRG	Num	ICU/CCU Charge
31	LAB_CHRG	Num	Lab & Blood Charge
32	LOS	Num	Length of Stay
33	MDC	Num	CMS MDC
34	MEDICARE	Char	Medicare Provider Number
35	MORTFLAG	Num	Mortality Flag
36	NATADM	Num	MD Inpatient Nature of Admission
37	O_PROC2	Char	Other ICD-9-CM Other procedure 2
38	O_PROC3	Char	Other ICD-9-CM Other procedure 3
39	O_PROC4	Char	Other ICD-9-CM Other procedure 4
40	O_PROC5	Char	Other ICD-9-CM Other procedure 5
41	OTH_CHRG	Num	Other Charges
42	PATCNTY	Char	Patient' s FIPS County Code
43	PATSTABBR	Char	Patient' s FIPS State abbreviation
44	PAT_DISP	Char	MD Inpatient Disposition Status
45	PAYER2	Char	MD Inpatient Secondary Payer Source
46	PAYERCODE1	Char	State-specific payer code 1
47	PAYERCODE2	Char	State-specific payer code 2
48	PAYERCODE3	Char	State-specific payer code 3
49	PAYERDESC	Char	Primary Payer Description
50	PAYERSUBCODE1	Char	Payer sub classification code.
51	PAYERSUBCODE2	Char	Payer 2 Subcode
52	PAYERSUBCODE3	Char	Payer 3 Subcode
53	PAY_SRC	Char	MD Inpatient Primary Payer Source
54	PDX	Char	DC ICD-9-CM Principal Diagnosis Code
55	PHARM_CHRG	Num	Pharmacy Charge
56	PPAYERCODE	Char	State-specific Primary Payer Code
57	PPX	Char	DC ICD-9-CM Principal Procedure Code
58	PSTAT	Num	UB-92 Disposition Status

	Variable	Type	Label
59	PXD01	Char	Days from Admit to Principal Procedure
60	QTRA	Num	Admission Quarter
61	QTRD	Num	Discharge Quarter
62	RACE	Num	MD Inpatient Race
63	RAD_CHRG	Num	Radiology Charge
64	RDRG	Char	RDRG
65	RESP_CHRG	Num	Respiratory Charge
66	ROUTINE_CHRG	Num	Routine Charge
67	SEX	Char	Patient's Sex
68	SRC_ADM	Char	MD Inpatient Source Of Admission
69	SUPP_CHRG	Num	Supplies Charge
70	SURG_CHRG	Num	Surgical Charge
71	THERAPY_CHRG	Num	Therapy Charge
72	TOT_CHRG	Num	Total Reported Charges
73	ZIPCODE	Char	Patient's Zip Code

If you have questions regarding your IRB application,
please contact David Sharp at 410-764-3578 or dsharp@mhcc.state.md.us